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MAERSK LINE/APL SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. 011952

Expiration Date: None



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Maersk Line/APL Space Charter Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize Maersk Line to charter space to APL in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. A.P. Moller-Maersk A/S trading under the name of Maersk Line ("Maersk Line")
50 Esplanaden
DK-1098 Copenhagen K
Denmark
2. APL Co. Pte Ltd and American President Lines, Ltd. (together as one party and referred to as "APL")
#06-00 NOL Building
456 Alexandra Road
Singapore 119962

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports on the Atlantic Coast of the United States (Eastport, Maine to Key West, FL range) and ports in Brazil, Uruguay and Jamaica (hereinafter, the "Trade"). Space made available under this Agreement may be used to transport cargo which originates in or is destined to locations outside the scope of the Agreement.

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Maersk Line shall charter to APL, and APL shall purchase from Maersk Line, space for 75 FFEs (at a maximum average weight of 13.5 metric tons ("MT") per TEU or 27 MT per FFE) or 2,025 MT (whichever is reached first) and an agreed-upon number of reefer plugs in each direction on the weekly sailings of Maersk Line's vessels in the NASA1 service in the Trade on such terms and conditions, including slot cost and acceptable equipment sizes, as the Parties shall agree from time to time. Subject to availability, APL may purchase additional space and/or reefer plugs on such vessels on such terms and conditions as the Parties may agree from time to time. The initial slot cost agreed upon shall be valid for a period of 12 months after commencement of this Agreement, and thereafter be subject to adjustment by mutual agreement; provided, however, that such costs may be adjusted at any time to reflect changes in bunker prices pursuant to a formula agreed upon by the Parties.

5.2 APL shall not sub-charter slots made available to it hereunder to any third-party ocean common carrier without the prior consent of Maersk Line.

5.3 Maersk Line shall be responsible for operation of its vessels and shall ensure that both it and the vessels comply with the requirements of the ISM Code.

5.4 In cases where Maersk Line clearly demonstrates that the need to omit a port or ports to restore the schedule has been caused by factors outside of its control, it shall have the right to discharge and load cargo at the nearest port of convenience, and each Party shall be responsible for any transshipment, storage and pre- and on-carriage costs relating to its cargo. Maersk Line shall undertake to ensure proper and

immediate notification of such omissions and provide consultation in an effort to minimize related costs.

5.5 The Parties shall both be signatory to the Agreement to Voluntarily Participate in Customs-Trade Partnership Against Terrorism ("C-TPAT").

5.6 The parties shall comply with all laws, regulations, requirements, directions or notices of customs, port and other authorities, and shall bear, pay and indemnify each other against all duties, taxes, fines, imposts, expenses, liabilities, damage, delay or losses (including, without prejudice to the generality of the foregoing, freight for any additional carriage undertaken) incurred, suffered or related to any failure to so comply, provided, however, that the parties shall not be liable to each other for special, exemplary, punitive or consequential damages. Further, the parties shall immediately communicate to each other hold orders received from US Customs in respect to particular bills of lading or containers. The parties shall co-operate fully with each other in complying with hold orders, providing necessary information to each other and to U.S. Customs, and otherwise assuring prompt and full compliance with related instructions received from U.S. Customs. These obligations shall apply strictly and without regard to whether the parties acted or failed to act intentionally, negligently or otherwise.

5.7 The Parties are authorized to discuss and agree upon routine operational and administrative matters including, but not limited to procedures for allocating space, forecasting, stevedoring and terminal operations, sailing schedules, port rotations, vessel substitutions, recordkeeping, responsibility for loss, damage or

injury (including provisions of bills of lading relating to same), the interchange of information and data regarding all matters within the scope of this Agreement, terms and conditions for force majeure relief, insurance, guarantees, indemnification, and compliance with customs, safety, security, documentation, and other regulatory requirements.

5.8 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writings and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same:

- (a) any authorized officer of each of the Parties; and
- (b) legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New Parties to this Agreement may be added only upon unanimous consent. The addition of any new Party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime

Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Except as otherwise provided herein, actions taken pursuant to, or any amendment of, this Agreement shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended or April 1, 2006, whichever is later. It shall continue in effect for a minimum of nine (9) months and remain in effect indefinitely thereafter. Either Party may resign from this Agreement by giving not less than three (3) months advance written notice; provided, however, that such notice may not be given prior to six (6) months after the effective date of this Agreement.

9.2 Notwithstanding Article 9.1 hereof:

(a) If at any time during the term of this Agreement there shall be a change in ownership of a Party, and the other Party is of the opinion, arrived at in good faith, that such change in control is likely to materially prejudice the cohesion or viability of the Agreement, then the other Party may, within six (6) months of becoming aware of such change, give not less than three (3) months notice in writing terminating this Agreement.

(b) If at any time during the term of this Agreement either Party (the "Affected Party") is dissolved; becomes insolvent or fails to pay its debts

as they become due; make a general assignment, arrangement or composition with, or for the benefit of its creditors; has a winding-up order made against it or enters into liquidation whether voluntarily or compulsorily; seeks or becomes the subject of the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; and the other Party is of the opinion that such event or occurrence is or may be materially detrimental to the Agreement; or sums that may be owed (other than those that would be considered disputed in good faith) may not be paid or have not been paid in full or that their payment may be delayed, then the other Party may give notice to the Affected Party terminating with immediate effect or suspending for such period as the other Party in its sole discretion deems appropriate, this Agreement or any part thereof.

(c) In the event that APL ceases to comply with the recommendations of the C-TPAT program, or repeatedly fails to comply with customs requirements, Maersk Line may terminate this Agreement with immediate effect.

9.3 Notwithstanding any termination in accordance with Article 5.3 or Article 9 hereof, the non-defaulting Party shall retain any rights it may have against the defaulting Party for any loss and/or damage caused by or arising out of such termination.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 The interpretation, construction and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the laws of the New York; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the U.S. Shipping Act of 1984, as amended.

10.2 Any and all disputes arising out of or in connection with this Agreement which cannot be resolved amicably shall be resolved by arbitration in New York.

ARTICLE 11: MISCELLANEOUS

11.1 The Parties agree that neither Party hereto shall have the right to assign or transfer any of its rights or obligations hereunder without written consent of the other Party.

11.2 Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership for any purpose or extent. Except as the Parties may otherwise agree, neither Party shall be deemed the agent of the other for the purpose of this Agreement and/or for any matters or things done or not done under or in connection with this Agreement.

11.3 Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by fax confirmed by courier or registered mail, to the following addresses:

MSL:

A.P.Møller-Maersk A/S
50 Esplanaden
1098 Copenhagen K
Denmark

Attn: Line Global Network
E-mail: cenntwtop@maersk.com
Fax: +45 33 63 47 84

APL:

APL Co. Pte Ltd and American President
Lines, Ltd.
#06-00 NOL Building
456 Alexandra Road
Singapore 119962

Attn: Dennis Yee
E-mail: Dennis_C_C_Yee@apl.com
Fax: +65 510 272 8932

MAERSK LINE/APL SPACE
CHARTER AGREEMENT
FMC Agreement No. 011852

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be
executed by their duly authorized representatives as of this 16TH day of March, 2006.

American President Lines, Ltd.

By: Eric Swett

Name: Eric Swett

Title: Asst Secretary

APL Co. Pte Ltd

By: Eric Swett

Name: Eric Swett

Title: Authorized Signatory

A.P. Moller-Maersk A/S
trading under the name of
Maersk Line

By: _____

Name: _____

Title: _____

A.P. Moller-Maersk A/S
trading under the name of
Maersk Line

By: _____

Name: _____

Title: _____

MAERSK LINE/APL SPACE
CHARTER AGREEMENT
FMC Agreement No. 011852

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executed by their duly authorized representatives as of this 16th day of March, 2006.

American President Lines, Ltd.

By: _____

Name: _____

Title: _____

APL Co. Pte Ltd

By: _____

Name: _____

Title: _____


A.P. Moller-Maersk A/S
trading under the name of
Maersk Line

By: 

Name: J. HARLING

Title: V.P.

A.P. Moller-Maersk A/S
trading under the name of
Maersk Line

By: 

Name: V. LEHTO MOLLER

Title: E.V.P.